

**AGREEMENT**

**between the**

**BOROUGH OF FAIR LAWN**

**and the**

**WHITE COLLAR FULL-TIME EMPLOYEES  
&  
BLUE COLLAR FULL-TIME EMPLOYEES  
ASSOCIATION OF FAIR LAWN**

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**TERM:      JANUARY 1, 2018 THROUGH DECEMBER 31, 2021**

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## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE I	ASSOCIATION REPRESENTATIVES .....	3
ARTICLE II	TERMS OF AGREEMENT .....	3
ARTICLE III	SALARIES .....	3-4
ARTICLE IV	PRIOR TERMS, CONDITIONS AND BENEFITS.....	4
ARTICLE V	BEREAVEMENT DAYS.....	4
ARTICLE VI	OVERTIME PAY & FLEXIBLE SHIFT HOURS .....	5-6
ARTICLE VII	COMPENSATORY TIME .....	6
ARTICLE VIII	HEALTH BENEFITS .....	6-8
ARTICLE IX	VACATION DAYS .....	8
ARTICLE X	SICK DAYS.....	8-9
ARTICLE XI	TERMINAL LEAVE .....	9
ARTICLE XII	SALARY INCREMENTS .....	10
ARTICLE XIII	LUNCH PERIODS AND BREAKS .....	10
ARTICLE XIV	HOLIDAYS .....	10-11
ARTICLE XV	UNIFORMS AS TO BLUE COLLAR EMPLOYEES ..	11
ARTICLE XVI	SHOE ALLOWANCE .....	11
ARTICLE XVII	PAYMENT FOR JOB-RELATED COURSEWORK & FEES .....	11
ARTICLE XVIII	VACANCIES IN POSITIONS .....	12
ARTICLE XIX	DISABILITY PLAN .....	12
ARTICLE XX	PROMOTIONS .....	12
ARTICLE XXI	ASSOCIATION RIGHTS .....	12
ARTICLE XXII	EMPLOYEE AND BOROUGH RIGHTS.....	12-13
ARTICLE XXIII	PRIVACY AREA .....	13
ARTICLE XXIV	PARKING FOR EMPLOYEES.....	13
ARTICLE XXV	GRIEVANCE PROCEDURE.....	13-16

**WITNESSETH:**

**WHEREAS**, certain full-time **EMPLOYEES** who are eligible for inclusion in an appropriate bargaining unit pursuant to N.J.S.A. 34:13A-5.3 are otherwise unorganized as a bargaining unit, and have engaged in negotiations for compensation as Municipal Employees of the **BOROUGH** of Fair Lawn; and have chosen to bargain as a unit, by designated representatives, on behalf of "**WHITE COLLAR FULL-TIME EMPLOYEES**" and "**BLUE COLLAR FULL-TIME EMPLOYEES**" of the **BOROUGH** of Fair Lawn; and

**WHEREAS**, said full-time **EMPLOYEES** have, through their designated representatives, met with the **BOROUGH** relative to certain terms and conditions of employment and compensation.

**NOW, THEREFORE**, the parties agree to the following:

**I.           ASSOCIATION REPRESENTATIVES**

- A. In accordance with N.J.S.A. 34:13A-5.3, it is recognized that the White Collar Full-Time Employees & Blue Collar Full-Time Employees Association of Fair Lawn is an unincorporated organization representing said **EMPLOYEES** covered by this Agreement. The undersigned Association Representatives were chosen by the White Collar Full-Time Employees & Blue Collar Full-Time Employees Association of Fair Lawn membership.
- B. A quorum of four (4) Association Representatives shall be set for all grievance procedures.
- C. The White Collar Full-Time Employees & Blue Collar Full-Time Employees Association of Fair Lawn shall annually certify to the Borough a list of said Association Representatives.

**II.           TERMS OF AGREEMENT:**

This Agreement shall take effect and bind all the parties from January 1, 2018 through December 31, 2021. Thereafter, all the provisions of this Agreement shall remain in full force and effect until a new agreement is executed.

**III.          SALARIES:**

Effective July 1, 2018, there shall be a salary increase of **2.0%** to be computed upon the base salary as of January 1, 2018. Effective January 1, 2019, there shall be an additional salary increase of **1.9%** to be computed upon the base salary of December, 2018. Effective January 1, 2020, there shall be an additional increase of **2.0%** to be computed upon the base salary of December, 2019. Effective January 1, 2021, there shall be an additional increase of **1.9%** to be computed upon the base salary of December, 2020. All increases shall be compounded. In order to be

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eligible for retroactive payment, an employee must have been employed by the Borough of Fair Lawn on the signing date of the new Agreement.

New **EMPLOYEES** hired on or before July 1<sup>st</sup> shall receive their annual step on the following January 1<sup>st</sup>. New **EMPLOYEES** hired after July 1<sup>st</sup> shall wait until the next succeeding January 1<sup>st</sup> for their initial step.

Longevity payments begin on the January following completion of three (3) consecutive years of service.

**EMPLOYEES** hired prior to April 25, 2006 shall receive longevity pay of one percent (1%) for each three years of service and two percent (2%) for each five years of service.

(Example: Three years = 1%, five years = 2%, eight years = 3%, ten years = 4%) Longevity credit shall be computed for the first full calendar year hired (January through December) and every calendar year thereafter.

The longevity scale for all **EMPLOYEES** hired on or after April 25, 2006 and before March 12, 2013 shall be as follows:

Less than 5 years of employment	-	\$ 0
5 years but less than 10 years	-	\$ 500
10 years but less than 15 years	-	\$ 750
15 years but less than 20 years	-	\$ 1,000
20 years but less than 25 years	-	\$ 1,750
25 years or more		\$ 2,000

Longevity shall not apply to **EMPLOYEES** hired after March 12, 2013.

**IV.**

**PRIOR TERMS, CONDITIONS AND BENEFITS:**

All previous terms conditions and benefits enumerated herein, which accrue to the **EMPLOYEES**, shall be continued, except as modified herein.

**V.**

**BEREAVEMENT DAYS:**

Each **EMPLOYEE** herein shall be entitled to three (3) bereavement days without loss of pay in the event of the death of an immediate family member. An immediate family member is defined as father, mother, spouse, domestic partner, child, foster child, sister, brother, step-children, step-parents, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law of the **EMPLOYEE** or the **EMPLOYEE'S** spouse and relatives of the **EMPLOYEE** residing in the **EMPLOYEE'S** residence, and for all other family members, there shall be a bereavement period of one (1) day with pay.

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VI.

**OVERTIME PAY & FLEXIBLE SHIFT HOURS:**

A. **As to White Collar Employees:**

All hours worked in excess of thirty-five (35) a week shall be paid at the rate of one and one-half (1-1/2) times the **EMPLOYEE'S** hourly rate of pay. The determination as to overtime will be scheduled by the Department Head and/or Manager. Overtime shall be based upon base salary plus longevity pay. White Collar **EMPLOYEES** called in to work on their days off or called back to work after they have left the premises on a regularly scheduled work day shall receive a minimum of two (2) hours of pay at one and one-half (1-1/2) the **EMPLOYEE'S** hourly rate of pay for all work performed under such circumstances. **EMPLOYEES** who continue to work at the end of the day who have not left the premises shall receive pay at a rate of one and one-half (1-1/2) the **EMPLOYEE'S** hourly rate of pay in excess of thirty-five (35) hours a week.

In the event the **BOROUGH** should institute flexible shift hours, any White Collar **EMPLOYEE** thereby scheduled for said flexible shift hours must be notified at least twenty-eight (28) days in advance of said schedule. In the event the scheduled **EMPLOYEE** should call out sick, the newly scheduled **EMPLOYEE** shall receive overtime. The work day must not be less than seven (7) consecutive hours for White Collar **EMPLOYEES**. White Collar **EMPLOYEES** must have a minimum of two (2) consecutive days off over a seven (7) day period.

B. **As to Blue Collar Employees:**

All hours worked in excess of forty (40) a week shall be paid at the rate of one and one-half (1-1/2) times the **EMPLOYEE'S** hourly rate of pay. The determination as to overtime will be scheduled by the Department Head and/or Manager. Blue Collar **EMPLOYEES** called in to work on their days off or called back to work after they have left the premises on a regularly scheduled work day shall receive a minimum of two (2) hours of pay at one and one-half (1-1/2) the **EMPLOYEE'S** hourly rate of pay for all work performed under such circumstances. **EMPLOYEES** who continue to work at the end of the day who have not left the premises shall receive pay at a rate of one and one-half (1-1/2) the **EMPLOYEE'S** hourly rate of pay in excess of forty (40) hours a week. Overtime shall be based upon base salary plus longevity pay.

In the event the **BOROUGH** should institute flexible shift hours, an **EMPLOYEE** thereby scheduled for said flexible shift hours must be notified at least twenty-eight (28) days in advance of said schedule. In the event the scheduled employee should call out sick, the newly scheduled **EMPLOYEE** shall receive overtime. The work day must not be less than eight (8) consecutive hours for Blue Collar **EMPLOYEES**. Blue Collar **EMPLOYEES** must have a minimum of two (2) consecutive days off over a seven (7) day period.

Blue Collar **EMPLOYEES** must have their respective shift scheduled sometime within the hours of 6:00 a.m. through 8:00 p.m. (excluding **EMPLOYEES** that work in a department with a 7 day/24 hour operation).

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Shift and shift rotation hours shall not apply during emergencies and holidays (excluding **EMPLOYEES** that work within a section of a department with a 7 day/24 hour operation.)

- C. The **BOROUGH** will pay up to one (1) fifteen (\$15.00) dollar meal allowance whenever any **EMPLOYEE** works more than twelve (12) consecutive hours. In a callout or emergency situation when an employee is not scheduled to work, the **EMPLOYEE** is entitled up to one (1) ten (\$10.00) dollar meal allowance per eight (8) hour shift. The **EMPLOYEE** shall follow the Borough policy and procedure to be eligible for the meal allowance.

**VII. COMPENSATORY TIME:**

**EMPLOYEES** can choose whether to receive compensatory time or over-time pay when working more than their thirty-five (35) or forty (40) hour work week, respectively.

**A. As to Blue Collar Employees:**

Compensatory time is to be calculated at time and one-half after a forty (40) hour workweek. Compensatory time is to be calculated at double-time on a Holiday. At no time can a Blue Collar **EMPLOYEE** have more than forty-two (42) hours in their compensatory time bank.

**B. As to White Collar Employees:**

Compensatory time is to be calculated at time and one-half after a thirty-five (35) hour workweek. Compensatory time is to be calculated at double-time on a Holiday. At no time can a White Collar **EMPLOYEE** have more than thirty-five (35) hours in their compensatory time bank.

**VIII. HEALTH BENEFITS:**

- A. The **BOROUGH** shall provide all full-time permanent **EMPLOYEES**, their spouse/partner and eligible dependents covered by this Agreement with Health Benefits coverage through the New Jersey State Health Benefit Plan (NJSHBP), as it exists or as modified by the New Jersey State Health Benefit Program, including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program so long as the coverage remains reasonably equivalent to the current coverage at the time this Agreement is executed. The **BOROUGH** agrees to pay the cost of the NJSHBP Plan selected by the **EMPLOYEE**, subject to the annual **EMPLOYEE** cost contributions as set forth in paragraph E, hereunder.
- B. The **BOROUGH** retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the **EMPLOYEES** and their eligible dependents is reasonably equivalent to the current coverage at the time this Agreement is executed. The

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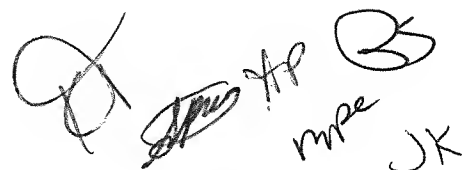
**BOROUGH** further reserves the right, at its option, to self-insure any of said plans and coverage so long as the level of benefits provided to the **EMPLOYEES** and their eligible dependents is reasonably equivalent to the current coverage at the time this Agreement is executed.

- C. The **BOROUGH** agrees to provide a prescription plan for all full-time **EMPLOYEES**, their spouse/partner, and eligible dependents through the New Jersey State Health Benefit Plan (NJSHBP) and are subject to the current and all future additional changes to reflect the applicable New Jersey State Health Benefit Plan Prescription co-pays so long as the prescription plan remains reasonably equivalent to the current plan at the time this Agreement is executed. The **BOROUGH** agrees to pay the cost of the NJSHBP Prescription Plan selected by the **EMPLOYEE**, subject to the annual **EMPLOYEE** cost contributions as set forth in paragraph E, hereunder.
- D. The **BOROUGH** retains the right, at its option, to change any of the existing prescription plans or carriers providing such benefits, so long as the level of benefits provided to the full-time **EMPLOYEES** and their eligible dependents is reasonably equivalent to the current prescription plan at the time this Agreement is executed. The **BOROUGH** further reserves the right, at its option, to self-insure any of said prescription plans so long as the level of plans provided to the full-time **EMPLOYEES** and their eligible dependents is reasonably equivalent to the current plans at the time this Agreement is executed.
- E. Effective January 1, 2018 through June 30, 2018, all **EMPLOYEES** covered by this Agreement shall contribute **3.0%** of their annual pensionable salary towards healthcare and prescription coverage

Effective July 1, 2018, All **EMPLOYEES** covered by this Agreement with a Family, Employee & Spouse/Partner, or Parent & Child healthcare and prescription plan shall annually contribute **4.0%** of their pensionable salary towards healthcare and prescription coverage.

Effective July 1, 2018, All **EMPLOYEES** covered by this Agreement with a Single healthcare and prescription plan shall annually contribute **3.0%** of their pensionable salary towards healthcare and prescription coverage.

- F. Effective January 1, 2019, the **BOROUGH** shall reimburse **EMPLOYEES** in this bargaining unit for the cost of an eye examination and/or prescription glasses and/or contact lenses not to exceed a total payment of Two Hundred Fifty (\$250.00) Dollars every year **or** Five Hundred (\$500.00) Dollars every (2) two years per **EMPLOYEE**. This is an "EMPLOYEE only" benefit. Bills are to be submitted to the **BOROUGH** by September 1 of each year, if possible.
- G. The **BOROUGH** shall provide all full-time permanent **EMPLOYEES** and their eligible dependents covered by this Agreement a dental plan equivalent to the "Delta Dental Plan" with an annual benefit limitation of \$1000.00 per family

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member. The Borough shall offer increased coverage through an optional dental plan at the **EMPLOYEE'S** expense.

- H. The ASSOCIATION agrees to consider alternative health benefits plans should the **BOROUGH** find any which provide reasonably equivalent benefits at a lower cost.

IX. VACATION DAYS:

- A. The following vacation time shall accrue to each of the **EMPLOYEES** and are computed as workdays:

0 to end of 1 <sup>st</sup> calendar year	- 1 day per month
1 to 5 years	- 13 days
6 to 10 years	- 15 days
11 to 15 years	- 17 days
16 to 20 years	- 19 days
21 to 25 years	- 21 days
26 to 30 years	- 23 days
31 or more years	- 25 days

Each **EMPLOYEE** shall be permitted to carry forward into the succeeding year a maximum of the number of days equivalent to the **EMPLOYEE'S** yearly accrual rate as of the final month of the preceding year. No **EMPLOYEE** will be able to carryover more than his or her accrual rate without approval from the Borough Manager. The balance of unused vacation time beyond the allowed carryover as set forth above will be subject to forfeiture.

- B. Newly hired **EMPLOYEES** do not accumulate, and are not entitled to take vacation during the (90) day probationary period. However, at the end of the probationary period, the employee shall be credited with vacation time for each fully completed calendar month retroactive to the initial employment start date.
- C. Whenever possible, the most senior **EMPLOYEES** shall be given preference in the selection of vacations, provided that there is no interruption of the normal operations of the **BOROUGH**.
- D. For an occasional day off, and not a planned vacation and subject to not interrupting the normal operation of the **BOROUGH**, an **EMPLOYEE** must request a vacation in advance, giving at least seven (7) calendar days' notice, and such vacation shall not be unreasonably denied.

X. SICK DAYS:

- A. Each **EMPLOYEE** shall have one (1) day sick leave per month for the first year. After the first year, each **EMPLOYEE** shall be entitled to fifteen (15) days per year, five (5) days of which may be used as personal days. Sick days may be



accumulated from one (1) year to the next. Time is calculated from the first of each year. If a worker is hired during the course of a year, he/she receives one (1) sick leave day per month until the start of the calendar year. Personal days will be prorated on the amount of sick leave time accumulated for that year, i.e., if an **EMPLOYEE** starts July 1, he or she would receive two and one-half (2-1/2) personal days out of the six (6) sick leave days allotted him or her for that year.

- B. If an **EMPLOYEE** is absent for reasons that entitle him/her to sick leave, the Supervisor and/or Department Head shall be notified within (15) minutes of the **EMPLOYEE'S** usual reporting time, except in those work situations where notices must be given prior to **EMPLOYEE'S** starting time.

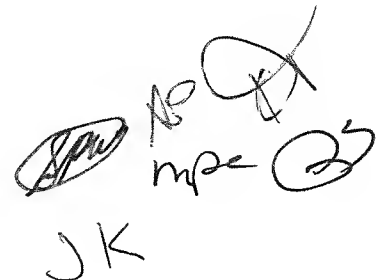
XI. **TERMINAL LEAVE:**

It is further expressly agreed that the following benefits derived either directly or indirectly from the **BOROUGH** ordinances shall continue for the life of this Agreement:

Terminal Leave Policy as outlined in Ordinance No. 1414-88, as amended by Ordinance Nos. 1444-90 and 1696-97, (reference Borough Code §30-8. Medical Coverage), shall be deemed to be a part of this Agreement as if recited herein at length. It is specifically understood, however, that no **EMPLOYEE** hired after April 26, 1988 shall be entitled to any terminal benefit under this policy or this Agreement. More particularly, an eligible **EMPLOYEE** to be eligible for the benefits hereunder must fulfill the requirements of one of the following:

1. Has retired on a disability.
2. Has retired after 25 years or more of service credit in a State or locally administered retirement system having a period of the last 20 consecutive years of service with the Borough of Fair Lawn at the time of retirement.
3. Has retired and reached the age of 65 years or older with 25 years or more of service credit in a State or locally administered retirement system having a period of the last 20 consecutive years of service with the Borough of Fair Lawn at the time of retirement.
4. Has retired and reached the age of 62 years or older with at least the last 15 years of service with the Borough of Fair Lawn at the time of retirement.

All other benefits from all other **BOROUGH** ordinances now in existence, except that no **EMPLOYEE** hired after the effective date of the 1990 Salary Ordinance (March 19, 1990) shall be entitled to receive any payment for accumulated sick leave as outlined in **BOROUGH** Ordinance No. 1414-88.

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**XII. SALARY INCREMENTS:**

- A. Each **EMPLOYEE** in shall move from minimum to maximum in his or her particular job title by a process of five (5) steps within five (5) years. New **EMPLOYEES** hired on or before July 1<sup>st</sup> shall receive their annual step on the following January 1<sup>st</sup>. New **EMPLOYEES** hired after July 1<sup>st</sup> shall wait until the next succeeding January 1<sup>st</sup> for their initial step.
- B. Any **EMPLOYEE** promoted from the maximum pay rate in their current position to a promoted position shall reach the maximum of the new position in three (3) equal steps.

**XIII. LUNCH PERIODS & BREAKS:**

**As to White Collar Employees:**

Each **EMPLOYEE** shall have a period of one (1) hour for lunch on each workday. The Borough Manager may stagger lunch periods to better serve the public.

**As to Blue Collar Employees:**

Each **EMPLOYEE** shall have a period of one-half (1/2) hour for lunch on each work day. Said **EMPLOYEES** shall receive a fifteen (15) minute break in the morning in addition to a fifteen (15) minute break in the afternoon of each workday.

**XIV. HOLIDAYS:**

- A. Each **EMPLOYEE** shall have the following paid holidays:
1. New Year's Day
  2. Martin Luther King Day
  3. President's Day
  4. Good Friday
  5. Memorial Day
  6. Independence Day
  7. Labor Day
  8. Columbus Day
  9. Veterans Day
  10. Thanksgiving Day
  11. Day after Thanksgiving
  12. Christmas Eve Day
  13. Christmas Day
  14. One (1) Floating Holiday

When any of the above-mentioned legal holidays fall on a Saturday, such Holiday shall be celebrated on the Friday before. When any of the above-mentioned legal holidays fall on a Sunday, such Holiday shall be celebrated on

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the Monday after. If Christmas Eve Day falls on a Saturday or Sunday, the Holiday shall be celebrated on the Friday before. If Christmas Eve Day falls on a Friday, the Holiday shall be celebrated on the Thursday before.

- B. Any **EMPLOYEE** who works on a Holiday shall receive double-time.
- C. Public Safety Telecommunicators whose job designation is covered by this Agreement are permitted to take as Holidays the actual day of the Holiday instead of the date that the **BOROUGH** celebrates it.

**XV. UNIFORMS AS TO BLUE COLLAR EMPLOYEES:**

- A. Effective January 1, 2018 to December 31, 2018, Blue Collar **EMPLOYEES** shall receive an annual clothing and clothing maintenance allowance of Three Hundred and Fifty (\$350.00) Dollars

Effective January 1, 2019, Blue Collar **EMPLOYEES** shall receive an annual clothing and clothing maintenance allowance of Four Hundred (\$400.00) Dollars.

New hires, after successful completion of their probationary period, shall receive a pro-rated clothing and maintenance allowance based on the number of months of employment in that calendar year.

- B. At the discretion of the Borough Manager, the Association may form a uniform committee consisting of no more than five (5) members to assist the **BOROUGH** in the selection and distribution of uniforms for Association members.

**XVI: SHOE ALLOWANCE:**

Effective January 1, 2019, all Blue Collar **EMPLOYEES** under this Agreement shall receive a shoe allowance in the amount of one-hundred (\$100.00) Dollars per year or two-hundred (\$200.00) Dollars every (2) two years per **EMPLOYEE**. Bills are to be submitted to the **BOROUGH** by September 1 of each year, if possible.

This allowance shall also be provided to the Code Enforcement Officer, Building Inspector, Plumbing Inspector, Electrical Inspector and **EMPLOYEES** of the Engineering Department covered under this Agreement. Bills are to be submitted to the **BOROUGH** by September 1 of each year, if possible.

**XVII: PAYMENT FOR JOB-RELATED COURSEWORK AND FEES:**

The **EMPLOYEE** must receive prior approval and authorization from the his/her Department Head for the Borough to pay for coursework, license fees and necessary professional organization fees required as part of the **EMPLOYEE'S** job.

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**XVIII: VACANCIES IN POSITIONS:**

When a vacancy occurs in any position or a new position is established, a reasonable effort shall be made to notify all qualified personnel.

**XIX: DISABILITY PLAN:**

All **EMPLOYEES** are to be included in the State of New Jersey Disability Plan, if possible. If not, the **BOROUGH** will pay the total cost of the year's premium of an equivalent plan.

**XX: PROMOTIONS:**

- A. All vacancies in promotional positions shall be filled pursuant to New Jersey Civil Service Commission procedures.
  - 1. Such vacancies shall be adequately publicized including at all respective applicable Borough locations. This shall also include a notice to the Association in advance of the date of filling such vacancy. Nothing herein is to be construed to mean that the Borough Manager shall not be free to publicize and otherwise seek qualified personnel from outside the Borough to fill such vacancies.
- B. In the event that New Jersey Civil Service Commission rules, regulations and procedures conflict with any of the above, such rules, regulations or procedures shall take precedence over this Article.

**XXI: ASSOCIATION RIGHTS:**

The Association shall have the right to exclusive use of one (1) unencumbered bulletin board prominently placed in an **EMPLOYEE** rest or luncheon area.

**XXII: EMPLOYEE AND BOROUGH RIGHTS:**

- A. This Agreement shall not be construed to deny or restrict any **EMPLOYEE** or the **BOROUGH** of any rights as they may have under New Jersey laws or other applicable laws and regulations except where indicated in this Agreement.
- B. Whenever any **EMPLOYEE** is required to appear before his/her Department Head or the governing body concerning any matter which could adversely affect the continuation of that **EMPLOYEE** in his/her position of employment, he/she shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview, provided that the **EMPLOYEE** requests such representative, and further provided that such representative does not interfere with or delay the meeting or interview by more than two (2) days.

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**XXIII: PRIVACY AREA:**

The Borough shall provide a privacy area in the Finance Department in order for **EMPLOYEES** to discuss business or personnel matters with the personnel from that Department.

**XXIV: PARKING FOR EMPLOYEES:**

A specific area of parking spaces designated by Borough Ordinance shall be set aside for **EMPLOYEES** in the Municipal Building parking lot.

**XXV: GRIEVANCE PROCEDURE:**

**A. DEFINITIONS:**

1. **Grievance:** A “grievance” is a claim by an **EMPLOYEE** within the Bargaining Unit of the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions or practices affecting one or more **EMPLOYEES** within the Bargaining Unit.
2. **Aggrieved Person:** An “aggrieved person” is the person or the Association making the claim.
3. **Party in Interest:** A “party in interest” is the person making the claim and any individual including the Association or the Employer who might be required to take action or against whom action might be taken in order to resolve the claim.

**B. CHOICE OF REPRESENTATION**

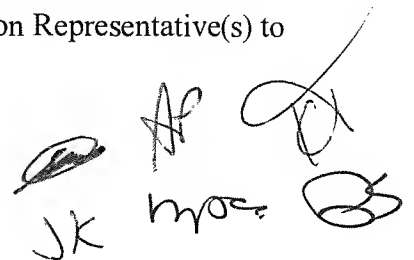
Any aggrieved person may represent himself or herself at all stages of the grievance procedure or, at his or her option, by authorized Association representative(s), including counsel retained by the Association, or retained counsel of the aggrieved person’s own choice.

**C. INFORMAL EFFORTS**

Any provision contained within this Article shall not be construed to discourage or prohibit an aggrieved person and/or the Association from pursuing informal efforts with the Employer to make a prompt and amicable resolution of the matter in controversy

**D. WRITTEN GRIEVANCES**

It is understood by both parties, that all grievances must be submitted in writing and specifically spell out the alleged violation along with the relevant Article of this Agreement. Failure of the aggrieved and an Association Representative(s) to

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sign the grievance will result in dismissal of said grievance.

**E. PURPOSE OF PROCEDURE**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting **EMPLOYEES**. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

**F. PROCEDURE**

**1. STEP ONE:**

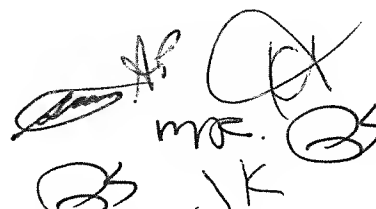
An aggrieved person shall first submit the grievance in writing to his or her immediate supervisor within ten (10) working days of its occurrence or within ten (10) working days of the aggrieved person having knowledge or being reasonably expected to have knowledge of its occurrence. Failure to so act shall constitute an abandonment of said grievance. If the aggrieved party's immediate supervisor is the Department Head, the grievance will initiate with Level Two hereafter.

The grievance must identify the grievant by name(s) and be signed by him/her and a quorum of Association Representatives as defined in Article I of this Agreement. It must set forth a statement of facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all **BOROUGH** representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific Agreement provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant.

Any grievance failing to comport with the foregoing requirements shall be invalid, need not be processed by the **BOROUGH** and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts, witnesses, or Agreement provisions thereafter, except with the express written consent of the **BOROUGH**.

**2. STEP TWO:**

If the aggrieved person is not satisfied with the disposition of his or her grievance at Step One, or if no decision has been rendered within five (5) working days of submission of the grievance, he or she may submit the grievance in writing to his or her Department Head within five (5) working days of the decision at Step One or within five (5) working days from the last day on which the decision should have been rendered at Step One, whichever is sooner. The Step Two grievance shall be signed by him/her and a quorum of Association Representatives as defined in Article I of this Agreement.

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3. **STEP THREE:**

If the aggrieved person is not satisfied with the disposition of the grievance at Step Two or if no decision has been rendered within five (5) working days of submission of the grievance at said step, the aggrieved person may submit the grievance in writing to the Borough Manager within five (5) working days of the decision at Step Two or within five (5) working days from the last day on which the decision should have been rendered at Step Two, whichever is sooner. The Step Three grievance shall be signed by him/her and a quorum of Association Representatives as defined in Article I of this Agreement.

4. **STEP FOUR:**

If the aggrieved person is not satisfied with the disposition of his or her grievance at Step Three or if no decision has been rendered within ten (10) working days of submission of the grievances at said level, the aggrieved person may submit a request in writing to the Association that the grievance be submitted to arbitration. Said request must be submitted to the Association with notice to the Borough Clerk within ten (10) working days of the decision at Step Three or ten (10) working days from the last day on which the decision should have been rendered at Step Three, whichever is sooner. If the Association determines that the grievance is not meritorious, it shall notify the Borough Manager who will then provide notice to the Borough Clerk of the same. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within thirty (30) calendar days of its receipt of a request by the aggrieved person. The Step Four grievance shall be signed by him/her and a quorum of Association Representatives as defined in Article I of this Agreement.

G. **LIST OF ARBITRATORS**

Within fifteen (15) working days of such written notice of submission to arbitration, the Employer and the Association shall request a list of arbitrators from the Public Employees Relations Commission. The parties shall then be accordingly bound by the rules and procedures of the Public Employees Relations Commission.

H. **DECISION AND EFFECT**

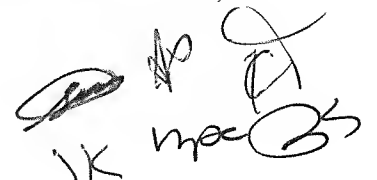
The arbitrator's decision shall be in writing and submitted to the Employer and the Association. Said decision shall be final and binding on the parties.

I. **COSTS**

The costs of the services of the arbitrator shall be borne equally between the **BOROUGH** and the Association. An aggrieved **EMPLOYEE** shall suffer no loss in pay as a result of the time spent appearing on his/her own behalf in an arbitration proceeding. The party incurring the same shall pay any other expenses incurred, including but not limited to the presentation of witnesses.

J. **LIMITATION ON PAYMENT OF FEES**

If an aggrieved person chooses to retain legal counsel of his or her own choice, as

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described immediately above, the Association shall not be responsible for the payment of fees or expenses of said counsel.

**K. WRITTEN DECISIONS**

Decisions rendered at Levels One, Two, and Three of the grievance procedure shall be in writing, setting forth the decision and the reason therefore and shall be transmitted promptly to all parties in interest.

**L. TIME LIMITATIONS**

The time limitations indicated at each level should be considered as maximum limitations and binding upon the parties and every effort should be made to expedite the process. Said time limitations may, however, be extended by mutual agreement in writing.

**M. REPRISALS**

Reprisals of any nature, kind or degree shall not be taken by the Employer or by its representatives, agents, or employees against any party in interest, any representative, and any member of the Association or any other participant in the grievance procedure by reason of such participation.

**N. ELECTION OF REMEDIES**

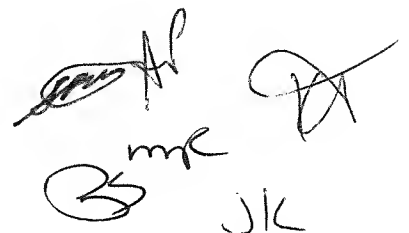
**EMPLOYEES** shall have an election as to whether they shall pursue remedies under Public Employee Relations Commissions procedures relating to unfair labor practices or the grievance procedure set forth herein. In any event, any action beyond Step (2) in the grievance procedure shall constitute an election to pursue remedies under this Agreement.

**O. LIMITATION ON OBLIGATION OF ASSOCIATION**

The Borough Manager shall schedule no arbitration hearing sooner than thirty (30) calendar days after the final decision. If the aggrieved elects to pursue Civil Service Procedure, the arbitration hearing shall be canceled and the matter withdrawn from arbitration with whatever costs being incurred in processing the case to arbitration being borne by the aggrieved.

**P. NEW JERSEY CIVIL SERVICE COMMISSION**

It is the intent of the parties that no matter in dispute that is subject to the review and/or decision of the New Jersey Civil Service Commission may be submitted to arbitration. The parties hereby direct the arbitrator not to accept or to decide any matter in dispute that is subject to the New Jersey Civil Service Commission review and decision.

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STATE OF NEW JERSEY )

SS.:

COUNTY OF BERGEN )

**BE IT REMEMBERED**, that on this 5<sup>TH</sup> day of July 2018, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **MARILYN B. BOJANOWSKI**, who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction, that she is the Municipal Clerk of the Borough of Fair Lawn, the municipal corporation named in the within Instrument; that **KURT PELUSO** is the Mayor of said municipal corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Borough Council of said municipal corporation; that deponent well knows the corporate seal of said municipal corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor, as and for his voluntary act and deed and as and for the voluntary act and deed of said municipal corporation, in the presence of deponent, who thereupon subscribed her name thereto as witness.

Sworn and Subscribed to  
before me, at Fair Lawn,  
the date aforesaid

Marilyn B. Bojanowski  
MARILYN B. BOJANOWSKI

Sandra M. Olivola

SANDRA M. OLIVOLA  
NOTARY PUBLIC OF NEW JERSEY  
I.D. #2422709

STATE OF NEW JERSEY

SS.:

COUNTY OF BERGEN )

**BE IT REMEMBERED** that on this 3<sup>rd</sup> day of July 2018, before me, the subscriber, a Notary Public of the State of New Jersey, **Josh Keller, Ann Peck, Mildred Perea-Carrion, Paul Sportelli, Kevin Twiggs, and Steven Wendowski** personally appeared who, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

Sworn and Subscribed to  
before me, at Fair Lawn,  
the date aforesaid

Marilyn B. Bojanowski  
MARILYN B. BOJANOWSKI

Sandra M. Olivola

SANDRA M. OLIVOLA  
NOTARY PUBLIC OF NEW JERSEY  
I.D. #2422709  
MY COMMISSION EXPIRES JULY 18, 2022

IN WITNESS WHEREOF, the **BOROUGH** has caused this instrument to be signed by its presiding officers, attested to by the Clerk and its corporate seal to be hereunto affixed pursuant to a resolution of the **BOROUGH** passed for that purpose, and the said **EMPLOYEES** have duly signed the within Agreement on this 5<sup>TH</sup> of July 2018.

**BOROUGH OF FAIR LAWN,**

**ATTEST:**

Marilyn B. Bojanowski  
Marilyn B. Bojanowski, RMC  
Municipal Clerk

By Kurt Peluso  
Kurt Peluso, Mayor

**WHITE AND BLUE COLLAR EMPLOYEES'  
ASSOCIATION OF FAIR LAWN,**

**WITNESS:**

Robin Schamp

By Josh Keller  
Josh Keller

Ann Peck  
Ann Peck

Mildred Perea-Carrion  
Mildred Perea-Carrion

Paul Sportelli  
Paul Sportelli

Kevin Twigg  
Kevin Twigg

Steven Wendowski  
Steven Wendowski